

This is the Schedule referred to in the foregoing Deed of Declaration by Iain McCallum Banks and others dated 22nd April 2009.

These are The Inverclyde Standard Clauses (2009 Edition) specified in the Deed of Declaration by Iain McCallum Banks and others dated 22nd April 2009.

Title Matters

1. TITLE

- (a) Where the Property forms part of a larger building the Property will either have the benefit of and be subject to the usual common rights applicable to flatted or divided dwellinghouses including a right in common to the solum on which the building of which the Property forms part is erected, the foundations; the roof and roof systems; rhones, downpipes and drains and boundary walls, fences or divisions and all other parts of the building used in common by the Seller and the proprietors of other parts of the building, and the liability for the share of the maintenance, renewal and upkeep of the foregoing will be shared by the respective proprietors on an equitable basis, or will be regulated by the terms of the Tenements (Scotland) Act 2004;
- (b) Any reservation of minerals will be subject to conditions as to adequate compensation and will not include any right to enter the Property or lower its surface. The minerals are included in so far as the Seller has right to same.
- (c) The existing use of the Property is in conformity with the title deeds. There are no unusual, unduly onerous or restrictive burdens, conditions, servitudes or overriding interests (within the meaning of Section 28(1) of the Land Registration (Scotland) Act 1979) affecting the Property.
- (d) The Property has the benefit of all necessary access rights, servitudes and wayleaves required for its proper enjoyment (including the right to use all existing accesses).
- (e) The extent of the property conforms to that disclosed in the title deeds and the physical boundaries comply with any title plan or description.

If the title deeds disclose a position other than as stated above the Purchaser will be entitled to resile from the Missives without penalty to either party but only provided the Purchaser exercises this right within seven working days of receipt of the Seller's titles. The Purchaser's right to resile will be his sole option in terms of the Missives.

- 2. The seller warrants that as regards the Abolition of Feudal Tenure etc (Scotland) Act 2000 as amended and the Tenements (Scotland) Act 2004 as amended ("the Acts") as applied to the subjects (a) the seller has received no notice(s) in terms of either or both of the Acts; and (b) the seller has not received any notice of any application to the Lands Tribunal for Scotland under any provision of either or both of the Acts.

3. SETTLEMENT

The Price will be payable on the Date of Entry in exchange for (i) delivery of a validly executed Disposition in favour of the Purchaser or his nominees; (ii) vacant possession of the

Property; and (iii) the keys for the Property, and there will be exhibited or delivered to the Purchaser:-

- (a) If the provisions of the Land Registration (Scotland) Act 1979 (“the Act”) relating to a first registration under the Act apply, a valid marketable title together with: (i) a Form 10 Report brought down to a date not more than three working days prior to the Date of Entry and showing no entries adverse to the Seller’s interest in the Property (the cost of the said Report being the Seller’s liability); and (ii) such documents and evidence including a plan as the Keeper may require to enable the Keeper to issue a Land Certificate in the name of the Purchaser as the registered proprietor of the Property without exclusion of indemnity in terms of Section 12(2) of the Act. Such documents will include (unless the Property comprises only part of a tenement or flatted building and does not include an area of ground specifically included in the title to that part) a plan or bounding description sufficient to enable the whole Property to be identified on the ordnance survey map and evidence (such as a Form P16 Report) that the description of the whole Property as contained in the title deeds is *habile* to include the whole of the occupied extent.
- (b) If the title to the Property is already registered in terms of the Act a valid marketable Land Certificate or print of the Title Sheet dated no earlier than seven days prior to the acceptance hereof and including the Title Plan, from Registers Direct containing no exclusion of indemnity in terms of Section 12(2) of the Act with all necessary links in title evidencing the Seller’s exclusive ownership of the Property together with (i) a Form 12 Report brought down to a date not more than three working days prior to the Date of Entry and showing no entries adverse to the Seller (the cost of the said Report being the Seller’s liability); and (ii) such documents and evidence as the Keeper may require to enable the interests of the Purchaser to be registered in the Land Register as registered proprietor of the Property without exclusion of indemnity under Section 12(2).
- (c) Where (a) or (b) apply the Land Certificate will disclose no entry, deed or diligence prejudicial to the Purchaser’s interest other than such as have been created by or against the Purchaser or have been disclosed to and accepted by the Purchaser prior to the Date of Settlement.
- (d) If the Application for Registration of the Seller’s title to the Property is still being processed by the Keeper, the Seller shall exhibit to the purchaser copies of all documents submitted to the Keeper in support of the application and warrants (i) that no requisitions have been made by the Keeper but not implemented; (ii) the Keeper has not indicated any concern with the Application such as might result in any restriction of indemnity or refusal to register, and (iii) any copy documents provided to the Purchaser are true copies of the originals.
- (e) Without prejudice to the above, the Seller warrants that the Property is not affected by any entry in the Register of Community Interests in Land.
- (f) Where the Solicitors for both parties are ARTL enabled and where the transaction is ARTL compatible the parties agree to use the ARTL procedures. The Seller’s agents shall intimate with their acceptance hereof whether they are ARTL enabled and whether the transaction to follow hereon is ARTL compatible.

Notwithstanding any other term within the Missives this condition will remain in full force and effect without limit of time and may be founded upon until implemented.

Incorporated Bodies

4. (a) If the Seller is a limited company then prior to the Date of Entry the Seller will exhibit searches in the Register of Charges and company file of the Seller brought down to a date not more than three working days prior to the Date of Entry which searches will confirm that there is no notice regarding the appointment of a receiver, administrator or liquidator, winding up, striking off or change of name affecting the Seller and the full names of the present directors and secretary of the Seller. In the event of such searches disclosing any floating charge affecting the Property at the Date of entry, there will be delivered a certificate of non-crystallisation of such floating charge granted by the chargeholder, dated not more than three working days prior to the Date of Entry confirming that no steps have been taken to crystallise such Floating Charge and undertaking that upon delivery of the Disposition by the Seller to the Purchaser the Property will cease to form any part of the assets which are subject to the Floating Charge. Within three months after the Date of Settlement such searches against the Seller will be delivered or exhibited brought down to a date 22 days after the date of registration of the Disposition in favour of the Purchaser or his nominees or 43 days after the Date of Settlement whichever is the earlier disclosing no entries prejudicial to the registration of the said Disposition;
- (b) The Seller will exhibit or deliver clear searches in the Register of Charges and Company files of all companies disclosed as owner or former owner of the Property, in the Land Certificate or Form 10, 11, 12 or 13 reports, brought down in each case to a date 22 days after registration in the Land Register or recording in the Register of Sasines of the deed divesting the relevant company of its interest, disclosing no entries prejudicial to the registration of the said deed.

Court Proceedings

5. The Seller warrants that:-
 - (a) The Property is not and will not be affected by any Transfer of Property Order made in terms of the Family Law (Scotland) Act 1985 or similar legislation at the date of settlement;
 - (b) The Seller is not a party to any action in which any such Order is being sought; and
 - (c) Neither the Property nor the Seller's title are affected by or under consideration in any court proceedings or other litigation.

Occupancy Rights

6. At settlement the Property will not be affected by any occupancy rights as defined in the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004, and evidence sufficient to enable the Keeper of the Registers of Scotland to adhibit a note in the usual form on the Land Certificate relative to the subjects shall be delivered at settlement

Trust Clause In Disposition

7. The Seller declares that in so far as he remains registered as the proprietor of the Property after payment of the Price he holds the Property as Trustee in a bare trust for the Purchaser and an appropriate clause will be incorporated in the Disposition in favour of the Purchaser.

Central Heating etc.,

8. (a) The Seller undertakes that all systems and appliances of a working nature (including central heating, water, drainage, electric and gas) forming part of the Property will be in working and useable order commensurate with age and specification as at the relevant date and at least one lock on each external door in the property will be in working order so as to enable the said external door to be made secure.
- (b) The Seller will make good any defect which prevents any system or appliance or any lock as referred to in sub-clause (a) above being in such order provided said defect is intimated to him by the Purchaser in writing within 5 working days of the relevant date. Failing such intimation, the Purchaser will be deemed to be satisfied as to the position.
- (c) The Seller will only be responsible for carrying out any necessary repairs to put any such system or appliance or lock into such working and usable order and will have no liability for any element of upgrading or betterment (except to the extent such upgrading or betterment is required to put any such system or appliance or lock into that order).
- (d) The lack of any regular service or maintenance of any system or appliance or the fact that it may no longer comply with current installation regulations will not, of itself, be deemed to be a defect.
- (e) Notwithstanding the foregoing the Purchaser will be entitled to execute any necessary repairs at the expense of the Seller without reference to the Seller or the Seller's tradesmen (i) in the event of an emergency; (ii) in the event that the Seller's tradesmen do not inspect the alleged defects within five working days of intimation; or (iii) in the event that any necessary repairs are not carried out by tradesmen instructed by the Seller within five working days of inspection.
- (f) The Seller confirms that he has received no notice or intimation from any third party that any system or appliance (or any part thereof) is in an unsafe or dangerous condition.

Common repairs and Charges/Factoring

9. Where the Property is part of a larger building or of a development, it is a condition that:-
- (a) the common charges will be apportioned between the Seller and Purchaser as at the relevant date on the basis that (i) the Seller will be responsible for all common repairs and improvements instructed or authorised on or prior to the relevant date and (ii) as at the date hereof there are no common repairs or improvements instructed or authorised but not yet paid for;
- (b) there are no major repairs authorised or instructed nor outstanding work undertaken but not yet completed (or completed, but not yet paid for) in respect of the Property or the larger building or development of which it forms part;
- (c) there are no major repairs currently in contemplation, so far as the seller is aware;
- (d) evidence and details of any block insurance policy will be exhibited to the Purchaser no less than 7 working days prior to the Date of Entry;

- (e) Where there is an appointed Factor or Property Agent, written evidence from the Factor or Property Agent will be obtained of the foregoing together with confirmation that there are no outstanding repairs either instructed or contemplated in respect of the larger property of which the Property forms part; and
- (f) There is no outstanding liability for any part of the cost of constructing or maintaining walls, fences, roadways, footpaths or sewers adjoining or serving the Property.

If the position is other than as stated above, the Purchaser will be entitled to resile from the missives without penalty to either party but only provided the Purchaser exercises this right within five working days of receipt by the Purchaser of the relevant information regarding these matters or if the Seller fails to produce the relevant information prior to settlement. The Purchaser's right to resile will be his sole option in terms of the missives.

Fixtures, Fittings & Contents

10. The Property is sold with:

- (a) all heritable fittings and fixtures;
- (b) all items of whatever nature fixed or fitted to the Property the removal of which would damage the fabric of the Property; and
- (c) the following insofar as any were in the Property when viewed by the Purchaser: all types of blinds, pelmets, curtain rails and runners, curtain poles and rings thereon; all carpets and floor coverings (but excluding loose rugs), stair carpet fixings; fitted bedroom furniture; all bathroom and cloakroom mirrors, bathroom and toilet fittings and accessories; kitchen units; any cooker, hob, oven, washing machine, dishwasher, fridge and/or freezer if integral to or encased within matching units, extractor hood and extractor fan; electric storage heaters, electric fires, electric light fittings (including all fluorescent lighting, wall lights, dimmer switches and bulbs and bulb holders but not shades); television aerials and associated cables and sockets, satellite dishes; loft ladders; burglar alarm, other security systems and associated equipment; secondary glazing; fitted shelving and fireplace surround units, fire grates, fenders and associated ironmongery; all growing plants, shrubs, trees (except those in plant pots), external lighting, rotary clothes driers, garden shed or hut, greenhouse, summerhouse; all keys for all locks on external doors as referred to in Clause 8(a) hereof;

The Seller warrants that as at the relevant date all items included in the Price are owned by the Seller, are or will be free of all debt, and are not the subject of any litigation.

Except for the items specifically included in this offer, the seller shall remove all moveable items from the property prior to the relevant date. The Purchaser shall be entitled immediately following settlement or at any time thereafter and without being required to give notice to have removed from the property all moveable items not included in the price and to dispose of these at the Purchaser's discretion. The Seller shall be liable to the Purchaser for all reasonable costs of such removal and disposal provided written intimation of these costs is given by the Purchaser or his agents to the Seller or his agents within seven working days of settlement.

Limitation Of Claims

11. Section 3 of the Contract (Scotland) Act 1997 will be qualified to the extent that any competent claim hereunder will not be available in respect of (i) matters disclosed to and accepted in writing by the Purchaser prior to the Date of Entry or (ii) any item or claim amounting in value either singly or in aggregate to less than £100.

Local Authority and related matters

12. The Seller warrants that he has not been served with nor received any neighbour notification notice issued in terms of planning legislation by any third party and the seller is unaware of any proposed developments to buildings and/or land adjoining the subjects. In the event of any such notice being served on or received by the Seller prior to the relevant date the Seller will forward such notice to the Purchaser within five working days of receipt of such notice, and conjoin with the Purchaser in submitting such objections as the Purchaser or his agents require, such work to be carried out at the Purchaser's expense.
13.
 - (a) Any Local Authority (or other public body) notices or orders calling for repairs or other works to the Property issued prior to or on the Date of Entry (or any other work affecting the Property agreed to or authorised by the Seller outstanding at the relevant date) will be the responsibility of the Seller. Liability under this condition will subsist until met and will not be avoided by the issue of a fresh notice or order.
 - (b) The Seller warrants that he has not received written notification of, approved, entered into or authorised any scheme of common repairs or improvement affecting any larger building of which the Property forms part. Where the Seller approves, enters into or authorises any such scheme or where any such scheme is instructed, the Seller will remain liable for his share of the cost of such scheme. Details of any such scheme will be disclosed to the Purchaser prior to settlement.
 - (c) When any work in terms of clauses (a) or (b) above is incomplete or unpaid for at the relevant date the Purchaser will be entitled to retain from the Price a sum equivalent to the estimated cost of the Seller's share of such works augmented by 25%. Such retention will be held in an interest bearing account opened by the Purchaser's solicitor, pending discharge of the Seller's liability. The retention will not be released or intromitted without the written authority of the solicitors for both parties. Any shortfall will remain the liability of the Seller.
 - (d) On issue of invoices for such works in terms of (a) and (b) above by the Local Authority or other authorised party the retention will be released to make payment of such invoices as soon as reasonably practical.
 - (e) Notwithstanding any other term within the Missives this condition will remain in full force and effect without limit of time and may be founded upon until implemented.
 - (f) Without prejudice to the above the Purchaser may retain from the Price such sum as is reasonably required to meet any costs for which he may be contingently liable under Section 10(2) of the Title Conditions (Scotland) Act 2003 or Section 12(2) of the Tenements (Scotland) Act 2004.
 - (g) Prior to the Date of Entry the Seller will provide full details of any common repairs in respect of which a notice of potential liability for costs has been or is to be registered.

14. (a) A Property Enquiry Certificate ("PEC") complying with the current edition of the Council of Mortgage Lenders Handbook dated not earlier than two months prior to the Date of Entry will be exhibited by the Seller to the Purchaser's Solicitors prior to the Date of Entry.
- (b) If the PEC discloses any matter which is materially prejudicial to the Purchaser or the Property, the Purchaser will be entitled to resile from the Missives and that without penalty to either party but only provided that the Purchaser exercises his right to resile within five working days of receipt of the PEC. The Purchaser's right to resile will be his sole option in terms of the Missives.
- 15 The subjects are connected to a public water supply and the sewers and main drains have been taken over and are maintained by the Local Authority, and there is no outstanding liability therefor.
16. If the Coal Authority or The Law Society of Scotland recommends that a Coal Mining Report is obtained for the Property then such report dated no earlier than three months prior to the date of this offer will be exhibited prior to the Date of Entry. In the event that such report discloses a position materially prejudicial to the Property or the Purchaser's proposed use of same then the Purchaser will be entitled to resile from the Missives and that without penalty to either party provided the Purchaser exercises this right in writing within five working days of receipt of the said report. The Purchaser's right to resile will be his sole option in terms of the Missives.
17. The seller will intimate the change of ownership of the subjects of sale to the appropriate Local Authority Council Tax Department.

Construction and Alterations

18. (a) The seller warrants that he has made, within the last 20 years, no alterations or additions to the property which would have required planning permission and/or building warrant. He also warrants that he is not aware of any such alterations or additions having been made during the last 20 years by previous proprietors.
- In the event that any such alterations or additions have been carried out within the last 20 years the appropriate permissions warrants plans and completion certificates for such work will be exhibited prior to and delivered at settlement, failing which the purchaser's sole entitlement if he does not accept the position, shall be to resile from the missives to follow hereon and that without penalty to or by either party.
- (b) The Seller warrants (i) that any building work carried out to the Property has been in a state of substantial completion for a period of not less than twelve weeks prior to the date of conclusion of missives; and (ii) that no valid objection to the work was made at any time by a person with title and interest to do so under a real burden.
19. (a) If the subjects have been erected within the last ten years there will be exhibited prior to and delivered at settlement the Completion Certificate for the subjects and the appropriate NHBC documentation or the equivalent new home warranty documentation as provided by any alternative warranty provider and approved by and acceptable to the Council of Mortgage Lenders (Scotland) or a Professional Consultants Certificate from a Consultant whose professional qualifications and professional indemnity cover are satisfactory to the purchaser's surveyor and/or lender, failing which the purchaser's sole entitlement if he does not accept the position, shall be to resile from the missives to follow hereon and that without penalty to or by either party.

- (b) The seller will be deemed to warrant that he has not intimated any claim to the NHBC or equivalent warranty provider and that he is not aware of any such claim having been made by a previous proprietor.
20. Any guarantees, reports and specifications in respect of specialist treatment work, double glazing or insulation which are in the Seller's possession and are continuing and enforceable will be exhibited before and delivered at settlement .

Access

21. The Seller will after conclusion of the Missives and upon receipt of reasonable notice by the Purchaser give access to the Purchaser or his agents to the Property in the presence of the Seller or the Seller's representative (whose charges if any will be payable by the Purchaser along with the price) at reasonable times for the purposes of inspection, measurement or the provision of quotations. This right of access however will not be exercised on more than two occasions without the consent of the Seller.

Utilities

22. Prior to settlement the Seller will confirm the present suppliers of utility services (gas, electricity and telephone as applicable) to the Property. The Seller will act reasonably in ensuring that such services are not terminated prior to the relevant date and will co-operate reasonably with the Purchaser in ensuring the transfer to the Purchaser of such services and of any appropriate maintenance contracts.

Default Provisions

23. If at the Date of Entry the Seller does not give vacant possession or otherwise fails to implement any material obligations due by him in terms of the Missives unless prevented from doing so by failure or delay on the part of the purchaser or the purchaser's solicitors then the Purchaser will be entitled (provided the Purchaser is in a position to settle the transaction on the Date of Entry) to claim damages for any proper and reasonable loss incurred by him arising from such failure, subject always to an obligation on the Purchaser to take all reasonable steps to minimize such loss. In the event that the Seller's breach of contract continues for fourteen days after the Date of Entry the Purchaser will be entitled to treat that breach as repudiation and to rescind the Missives on giving the Seller notice to that effect. This condition will apply notwithstanding rescission and without prejudice to any other rights or remedies available to the Purchaser.
24. (a) It will be an essential condition of the Missives that the Price is paid in full by 2.30 p.m. on the Date of Entry.
- (b) The Seller will not be obliged to offer vacant possession except against payment of the price together with, at the Seller's option, if there is a delay in settlement, either (a) any interest due as a result of the Purchaser's failure to settle timeously, said interest being calculated on the price or on the balance thereof outstanding at the rate of 4% above The Royal Bank of Scotland plc base rate from time to time in force from the date of entry until full payment is made, or (b) damages from the Purchaser for any proper and reasonable losses incurred by the Seller including, without prejudice to this generality, any additional bridging interest, charges, expenses, insurance premiums, and costs legal or otherwise incurred by the Seller arising from the Purchaser's failure to settle timeously, subject always to an obligation on the seller to take all reasonable steps to minimise said losses, charges, expenses and costs. Failure to pay in full will entitle the Seller to rescind the missives on the expiry of fourteen days from the date

of entry on giving notice to that effect and without prejudice to any other rights or remedies available to the Seller.

- (c) In the event of the seller exercising his right to rescind the missives then he will be entitled as appropriate in the circumstances (i) to recover possession of the property and to retain any part of the price already paid and to proceed to resell the Property, and (ii) either at the seller's option (a) to receive the payment of interest by the purchaser on the purchase price or on the balance thereof outstanding at the rate of 4% above The Royal Bank of Scotland plc base rate from time to time in force from the date of entry hereunder until the contractual date of entry on the first resale of the property by the seller (or for a period of twelve months from the date of entry hereunder whichever is shorter) or (b) to claim damages from the purchaser for any proper and reasonable losses incurred by the seller including without prejudice to this generality any shortfall between the price hereunder and the price on the first resale, any additional bridging interest, charges, expenses, insurance premiums, and costs legal or otherwise, incurred by the seller arising from the purchaser's failure to settle, subject always to an obligation on the Seller to take all reasonable steps to minimize said losses, charges, expenses and costs.

The amount of any part of the price paid and retained by the Seller shall be set off against the sum payable by the Purchaser under provisions (c)(ii) (a) and (b) above, and any surplus shall be returned by the Seller to the Purchaser.

- (d) The provisions of this clause will not have any effect in any period during which the delay in settlement is attributable to the Seller or his Solicitors.
- (e) The Purchaser shall not be entitled to require settlement of the transaction without payment in full of the price and all other sums due in terms of this clause

This clause will continue to be enforceable notwithstanding rescission.

Risk

25. (a) The Seller will maintain the Property in its present condition, fair wear and tear excepted, until the relevant date.
- (b) The risk of damage to or destruction of the Property will remain with the Seller until the relevant date.
- (c) In the event of the Property being destroyed or materially damaged prior to the relevant date either the Purchaser or the Seller will have the right to resile from the Missives without penalty to the other.
- (d) In the event of any dispute arising as to whether any damage is material the matter shall be referred to the decision of a mutually chosen third party appointed by the Dean, whom failing for any reason the Vice Dean, of the Faculty of Procurators in Greenock the decision of which third party shall be final and binding on the parties as to the merits and on the matter of expenses.

Supersession of missives

26. The Missives will cease to be enforceable after a period of two years from the Date of Entry except insofar as (i) they are founded upon in any court proceedings which have commenced within the said period or (ii) this provision is excluded in terms of any other condition of the Missives.

Seller's address

27. The seller shall advise and by acceptance hereof authorises and instructs his solicitors to advise the purchaser or his solicitors of his new address, prior to or at settlement.

Home Report

28. The seller or his agents shall exhibit prior to and shall deliver at or before settlement to the purchaser a Home Report for the property in terms of the Housing (Scotland) Act 2006, or, in the event that the property was marketed prior to 1st December 2008 and no Home Report is available, an Energy Performance Certificate in terms of the Energy Performance of Buildings (Scotland) Regulations 2008.

The seller warrants that to the best of his knowledge and belief the answers given in the property questionnaire in the Home Report relative to the property and exhibited to the purchaser by the seller or by the seller's agents are true and correct and that they are up to date as at the date of this offer.

Interpretation

29. (a) In these Clauses (i) the masculine includes the feminine; and (ii) words in the singular include the plural and vice versa.
- (b) In these Clauses the word "Settlement" or words "Date of Settlement" mean the date on which settlement is actually effected whether that is the Date of Entry or not.
- (c) In these Clauses "the relevant date" means the date of entry except in circumstances where any delay in settlement has been caused by the Seller where "the relevant date" shall mean the date of settlement.
- (d) In these Clauses "the Missives" means the contract of purchase and sale concluded between the Purchaser and the Seller and constituted by the Offer or other document incorporating reference to these Clauses, and formal letter or letters following thereon.
- (e) In these Clauses "the Purchaser", "the Seller", "the Property", "the Price" and "the Date of Entry" have the meanings set out in the Offer or other document incorporating reference to these Clauses.
- (f) Where, in these Clauses, there is a requirement to exhibit or deliver anything, or to make intimation, it will be sufficient compliance if exhibition or delivery or intimation is effected on the solicitors acting for the Purchaser or the Seller as appropriate.
- (g) Any intimation or notice will be in writing, and where any intimation or notice must be given within a specified period, time will be of the essence.

Section 4 Explanation of the Inverclyde Standard Clauses (2009 Edition)

Title Matters (1 to 3)

The purchaser's solicitor will require to check that the title of the property being purchased is in order and these clauses set out some of the aspects which require to be checked out. They also provide that if there are problems with the title the purchaser will have the right to withdraw from the contract without penalty, in certain circumstances.

Clause 3 is included to ensure that all the necessary paperwork is delivered when the transaction settles to enable the title to be registered in the name of the purchaser in the Land Register.

Clause 3(f) refers to the electronic system of land registration (ARTL) being introduced by the Land Register of Scotland. It is useful for each party's Solicitors to know at an early stage if this system will be used in the transaction, as different procedures will apply.

Incorporated Bodies (4)

This covers all the information which would be required if the seller of the property is a company.

Court Proceedings (5)

Clause 5 makes reference to any proceedings in court which might prevent the house being sold.

Occupancy Rights (6)

The purchaser requires to be satisfied that no one will be living in the house after the keys have been passed over who would have occupancy rights in terms of either of these statutes which would mean that the purchaser could not remove them from the property.

Trust Clause (7)

This clause is designed to give some protection to the purchaser during the period that it normally takes following settlement of the transaction for the Stamp Duty Land Tax Certificate to be issued and the title registered.

Central Heating etc (8)

The purchaser wants to be satisfied that the central heating and other systems will be in working and useable order at the date of entry (when the keys are passed over). If there are problems in this connection then these require to be intimated to the seller or the seller's solicitors within five working days of the keys being passed over otherwise the right to claim will be lost.

Common Repairs and Charges (9)

This covers the situation where the house is part of a larger building or is in a development where there are common amenity areas. The information set out in the clause requires to be divulged to the purchaser in time for the date of entry failing which the purchaser would be entitled to withdraw from the contract.

Fittings and Fixtures (10)

There is a list in this clause of items which, if they were in the house when viewed by the purchaser, are to be included in the sale, along with any moveable items detailed in the offer. Of course, if the

seller wishes to retain any of these items then this should be made clear in any qualified acceptance. The seller must remove any items not included in the sale. If he does not the purchaser can clear the house and charge the seller the cost of doing so. The Purchaser has to let the seller know about these costs in writing within seven days of getting the keys.

Limitation of Claims (11)

This means that if any claim in terms of the missives is worth less than £100 it will not be enforceable.

Local Authority and Related Matters (12 to 17)

Clause 12 in this part deals with applications for planning permissions etc which may have been made by neighbouring proprietors. If any have been served on the seller before the offer is received then this clause will require to be amended. If any notice is served between the date of the offer and the date of entry then this needs to be disclosed to the purchaser who will have the option of requiring the seller to submit an objection to the application, at the purchaser's expense.

Clause 13 deals with work to the property required by a Local Authority Notice and sets down the procedure by which the cost of this will be dealt with if one is served on the seller before the date of entry.

It is normal practice for the seller to obtain at the seller's cost a certificate from the local authority or a private searching company confirming that there are no entries in the local authority's records which adversely affect the property in respect of planning notices and so on. If this certificate discloses any material matters then in terms of Clause 14(b) the purchaser would be entitled to withdraw from the contract without penalty.

Clause 15 is self-explanatory and for most urban properties in Inverclyde this will be the situation which will pertain.

For sellers of property in Inverclyde, Clause 16 will not apply but in some areas in Scotland this coal mining report will be necessary and if there is a material problem disclosed in the report then the purchaser would be entitled to withdraw from the contract without penalty.

Construction and Alterations (18 to 20)

If, within the last 20 years, alterations or additions have been carried out to the property which require local authority planning permission or building warrant, then the seller's solicitor should be made aware of this as early as possible. The necessary paperwork will require to be exhibited and delivered to the purchaser failing which the purchaser would be entitled to withdraw from the contract.

Clause 18(b) has been included as a result of recent legislation which restricts the length of time during which a neighbouring proprietor can object to building work carried out to an adjacent property. This clause will give the purchaser comfort that no such objections are outstanding.

Clause 19 covers the position for new houses built within the last ten years both in respect of a completion certificate and NHBC documentation, or the like.

Default Provisions (23 and 24)

Clause 23 imposes a penalty on the seller if at the date of entry the seller is not able to implement the terms of the missives (unless the cause of the delay is on the part of the purchaser or the purchaser's

solicitors.) In addition, if settlement has still not taken place 14 days after the date of entry the purchaser can withdraw from the contract and seek damages from the seller.

Clause 24 is the equivalent provision in the event that the purchaser fails to settle on the date of entry. If there is a delay in settlement but settlement subsequently takes place the seller will be entitled to interest at the rate set out in this clause from the date of entry until settlement. If settlement does not take place and the seller exercises the right to withdraw from the contract then the purchaser will be obliged to pay the seller either interest at the prescribed rate for the time specified in Clause 24(c) or the seller will be entitled to claim damages calculated on the actual loss incurred by the seller in terms of that clause.

Risk (25)

This clause is self-explanatory but if it were not included then the risk would transfer to the purchaser on conclusion of missives. It does seem more fair that as the seller is in control of the property until the date of entry that the risk remains with the seller until then. If the purchaser fails to settle timeously due to his fault, the risk passes to the purchaser.

Supersession of Missives (26)

If either party breaches the terms of the missives, the other party has a period of 2 years in which to resolve matters or raise Court proceedings.

This is The Inverclyde Standard Offer referred to in the foregoing Deed of Declaration by Iain McCallum Banks and others dated 22nd April 2009.

Dear Sirs,

For the purposes of this offer and the Inverclyde Standard Clauses (2009 Edition) aftermentioned:

The **Purchaser** means _____ residing at _____

The **Property** means together with any garage, carport, parking space, garden ground and outbuildings pertaining thereto; all necessary rights of access and all rights exclusive, common, mutual and others pertaining thereto and the parts, privileges and pertinents thereof.

The **Price** means _____ POUNDS STERLING (£ _____)
apportioned as to the heritage £ _____ and as to the moveable items aftermentioned £ _____

The **Date of Entry** means the day when vacant possession of the Property will be given in exchange for the Price and will be _____ or such other date as may be mutually agreed in writing.

The Purchaser hereby offers to purchase from your client (hereinafter referred to as “the Seller”) the Property at the Price and upon the conditions contained in the Inverclyde Standard Clauses (2009 Edition) specified in the Deed of Declaration by Iain McCallum Banks and Others dated Twenty second April Two thousand and nine and registered in the Books of Council and Session for preservation on Twenty seventh April Two thousand and nine, and upon the following further conditions:-

(One) The Price will include the following additional items (if any):

(Two) This offer, unless previously withdrawn, is open for verbal acceptance by 5pm today with written acceptance reaching us no later than 5 pm on the fifth working day following the date of this offer and if not so accepted will be deemed to be withdrawn.

(Three) We are not ARTL enabled and Clause 3(f) of the said Standard Clauses shall not apply.

Yours faithfully,